

Bechtel
Corp.

✓ADMINISTRATIVE FILE ✓

Bechtel Corporation
X Miller, Eric

BECHTEL CORPORATION  ENGINEERS-CONSTRUCTORS
TWO TWENTY BUSH STREET · SAN FRANCISCO 4, CALIFORNIA

September 18, 1956

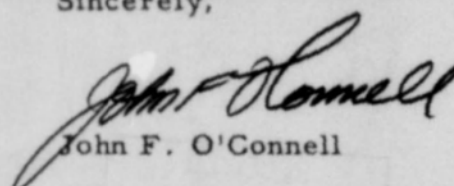
Mr. Dave Beck, President
Teamsters International Union
25 Louisiana Avenue, N. W.
Washington, D. C.

Dear Mr. Beck:

I am pleased to announce that Mr. Eric Miller, formerly of the
H. K. Ferguson Company, has joined the Industrial Relations
staff of Bechtel Corporation

Eric will report directly to me and have a major responsibility
in our labor relations program.

Sincerely,


John F. O'Connell

JOC:mb

Mr. Mohn:

Harold Thirion has gone over this agreement and compared it carefully with the previous contract. He approves it for signature. There is only one appreciable change, it being in the re-writing of Section 1 (c) on page one. It is his opinion that the new wording is highly preferable to the old, for the reason that it cannot, as now written, be as readily declared illegal as previously constructed.

annw 6/18

Harold Thirion file. Thirion will sign.

RICHARD L. GARY, President
JOSEPH D. KEENAN, Secretary-Treasurer
JOHN J. MURPHY, 1st Vice President
DANIEL J. TOBIN, 2nd Vice President
ROBERT BYRNE, 3rd Vice President

Building and Construction Trades Department
AMERICAN FEDERATION OF LABOR

500-504 A. F. of L. BUILDING, WASHINGTON 1,
District 7-1461

WILL S. MALONEY, 4th Vice President
W. A. HUTCHESON, 5th Vice President
PETER TORCO, 6th Vice President
L. M. BARTON, 7th Vice President
JACOB S. FRIEDMAN, 8th Vice President

ADMINISTRATIVE FILE

Bechtel Corporation -
Bldg. Trades Agreement
X

June 17, 1954.

Law Peck, General President,
Int'l. Bro. of Teamsters, Chauffeurs,
Warehousemen and Helpers,
100 Indiana Ave. N. W.,
Washington 1, D. C.

Dear Sir and Brother:

Enclosed is copy of letter received from John F. O'Connell of the Bechtel Corporation relative to recent MLKB decisions regarding the legality of union-employer agreements, and particularly relative to the agreement in effect at the Joppa Steam Electric Station at Joppa, Illinois, which is self-explanatory and which the Bechtel Corporation feels is mandatory for them to stay in compliance with the law and live up to the present basic contract.

Also enclosed are four copies of Supplemental Agreement providing for a change in Article 4, Section 1(c) of the Basic Agreement of August 30, 1953, which you will note has already had Board approval in a previous case.

I would appreciate your signing two copies of the enclosed Supplemental Agreement and returning them to this office in order that we may retain one copy and forward one to the Bechtel Corporation.

Your early action will be appreciated.

Fraternally yours,

Joseph D. Keenan
Joseph D. Keenan,
Secretary-Treasurer.

JDK:m
CLIU#2
Encls.

*2 copies, signed by
Harold Shriver, per Ebnie
enclosures, sent to
Keenan's office 6/21/54*

BECHTEL CORPORATION

ENGINEERS-CONSTRUCTORS

120 TWENTY BUSH STREET

SAN FRANCISCO 4, CALIFORNIA

April 23, 1954

Mr. Joseph Keenan
Secretary
A. F. of L. Building and
Construction Trades
500-505 A. F. of L. Building
Washington 1, D. C.

Dear Joe:

As you know there have been some questions raised recently as a result of NLRB decisions regarding the legality of many of the existing union-employer agreements. I refer specifically to the Board's decision in the James Elsea case involving Ebasco and the Boilermakers. Recently Lee McMahon, Regional Director of the NLRB in St. Louis, discussed with us the legality of our own Joppa Project agreement in view of these developments. He suggested it would be advisable to amend the Agreement in order that it conform with these current decisions.

In view of this we propose a supplemental agreement which is attached. This language corresponds to that used in the recent Consolidated Builders case on the Detroit Dam job which received Board approval. If this looks all right with you, I would appreciate your letting us know. Then we will send you sufficient copies of this supplemental agreement so that signatures can be obtained from each International and local that was signatory to the original agreement. I'll appreciate hearing from you.

With best regards.

Sincerely

/s/ John F. O'Connell

S U P P L E M E N T A L A G R E E M E N T

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of April, 1954, by and between BECHTEL CORPORATION, herein called the Employer, and BUILDING AND CONSTRUCTION TRADES DEPARTMENT and the National and International Unions and the Local Unions affiliated with the Building and Construction Trades Department of the American Federation of Labor, signatories hereto, hereinafter collectively called Unions,

WITNESSETH:

WHEREAS, under date of August 20, 1953, the parties hereto entered into a collective bargaining agreement relating to the construction by the Employer of the Joppa Steam Electric Station at Joppa, Illinois, and the parties desire to modify said agreement to the extent hereinafter provided and otherwise to ratify and confirm said agreement;

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. The present provisions of Article 4, Section 1(c), shall be deemed stricken from said agreement and in lieu thereof the following shall be substituted:

"Section 1(c). Each workman employed by the Employer to perform work covered by this agreement shall become a member of the Union having jurisdiction over the work for which he is employed on or immediately after the thirtieth day following the beginning of such employment or the effective date of this supplemental agreement, whichever is the later, and shall thereafter maintain membership in good standing in such Union as a condition of employment. The removal of and replacement of any employee shall not interfere with the operation of the job."

In the event the National Labor Relations Act, as amended, should hereafter be further amended or repealed, to such extent that subsequent laws and government regulations will permit the following provisions to become and remain effective, the foregoing provisions of Section 1(c) shall become inoperative and the following shall be substituted therefor:

"All workmen employed by the Employer for work covered by this agreement shall be members of the appropriate International Union signatory to this agreement, affiliated with and which remains affiliated with the Building and Construction Trades Department; provided that if the Employer has placed orders for men with the Unions and the Unions fail to supply competent men within 24 hours, the Employer shall be free to hire the necessary workers where and when he chooses without regard to Union membership, but any non-union man so employed shall apply for membership in the appropriate Union within 10 days, and if he fails or refuses to join such Union, or for reasons of ineligibility is rejected by such Union, he shall be replaced upon Unions furnishing a competent workman."

2. Subject to the modifications hereinabove stated, the parties hereto expressly ratify and confirm said collective bargaining agreement as of the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the day and year first above written.

HECHTEL CORPORATION

BY _____

BUILDING AND CONSTRUCTION TRADES
DEPARTMENT

BY _____

Inter. Bro. of Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers and
Helpers

Bricklayers, Masons and Plasterers'
International Union

United Brotherhood of Carpenters and
Joiners of America

International Brotherhood of Electrical
Workers

International Union of Operating
Engineers

Inter. Assoc. of Bridge, Structural and
Ornamental Iron Workers

International Hod Carriers, Building
and Common Laborers' Union

United Association of Journeymen and
Apprentices of the Plumbing and
Pipe Fitting Industry

Wood, Wire and Metal Lathers
International Union

United Slate, Tile and Composition
Roofers, Damp and Waterproof Workers
Association

Brotherhood of Painters, Decorators and
Paperhangers of America

Sheet Metal Workers International
Association

Operative Plasterers and Cement Masons
International Association

Harold Thirion
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers

RECEIVED
JUL 10 1941

WMIO 8 4 PM 1941

RECEIVED
JUL 10 1941

S U P P L E M E N T A L A G R E E M E N T

THIS SUPPLEMENTAL AGREEMENT, made and entered into this _____ day of April, 1954, by and between BECHTEL CORPORATION, herein called the Employer, and BUILDING AND CONSTRUCTION TRADES DEPARTMENT and the National and International Unions and the Local Unions affiliated with the Building and Construction Trades Department of the American Federation of Labor, signatories hereto, hereinafter collectively called Unions,

WITNESSETH:

WHEREAS, under date of August 20, 1953, the parties hereto entered into a collective bargaining agreement relating to the construction by the Employer of the Joppa Steam Electric Station at Joppa, Illinois, and the parties desire to modify said agreement to the extent hereinafter provided and otherwise to ratify and confirm said agreement;

NOW, THEREFORE, it is agreed by the parties hereto as follows:

1. The present provisions of Article 4, Section 1(c), shall be deemed stricken from said agreement and in lieu thereof the following shall be substituted:

"Section 1(c). Each workman employed by the Employer to perform work covered by this agreement shall become a member of the Union having jurisdiction over the work for which he is employed on or immediately after the thirtieth day following the beginning of such employment or the effective date of this supplemental agreement, whichever is the later, and shall thereafter maintain membership in good standing in such Union as a condition of employment. The removal of and replacement of any employee shall not interfere with the operation of the job."

In the event the National Labor Relations Act, as amended, should hereafter be further amended or repealed, to such extent that subsequent laws and government regulations will permit the following provisions to become and remain effective, the foregoing provisions of Section 1(c) shall become inoperative and the following shall be substituted therefor:

"All workmen employed by the Employer for work covered by this agreement shall be members of the appropriate International Union signatory to this agreement, affiliated with and which remains affiliated with the Building and Construction Trades Department; provided that if the Employer has placed orders for men with the Unions and the Unions fail to supply competent men within 24 hours, the Employer shall be free to hire the necessary workers where and when he chooses without regard to Union membership, but any non-union man so employed shall apply for membership in the appropriate Union within 10 days, and if he fails or refuses to join such Union, or for reasons of ineligibility is rejected by such Union, he shall be replaced upon Unions furnishing a competent workman."

2. Subject to the modifications hereinabove stated, the parties hereto expressly ratify and confirm said collective bargaining agreement as of the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the day and year first above written.

BECHTEL CORPORATION

BY _____

BUILDING AND CONSTRUCTION TRADES
DEPARTMENT

BY _____

Inter. Bro. of Boilermakers, Iron Ship
Builders, Blacksmiths, Forgers and
Helpers

International Brotherhood of Electrical
Workers

Bricklayers, Masons and Plasterers'
International Union

International Union of Operating
Engineers

United Brotherhood of Carpenters and
Joiners of America

Inter. Assoc. of Bridge, Structural and
Ornamental Iron Workers

International Hod Carriers, Building
and Common Laborers' Union

United Association of Journeymen and
Apprentices of the Plumbing and
Pipe Fitting Industry

Wood, Wire and Metal Lathers
International Union

United Slate, Tile and Composition
Roofers, Damp and Waterproof Workers
Association

Brotherhood of Painters, Decorators and
Paperhangers of America

Sheet Metal Workers International
Association

Operative Plasterers and Cement Masons
International Association

Harold Thirion
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers

ADMINISTRATIVE FILE
Bechtel Corporation -
■ Bldg. Trades Agreement
X

October 2, 1953

Mr. Francis J. Murtha, Economist
1191 Linden Avenue
Memphis, Tennessee

Dear Sir and Brother:

Re: Project-Wide Agreement
Bechtel Corporation
Joppa Steam Electric Plant
Joppa, Illinois

We accept your recommendations on the project-wide agree-
ment with Bechtel Corporation at Joppa.

You may proceed in accordance with your recommendations.

With best wishes, I am

Fraternally yours,

Elmer O. Mohn

DOM:1117



**INTERNATIONAL BROTHERHOOD
OF
TEAMSTERS, CHRYSLER WAREHOUSE EMPLOYEES
OF AMERICA**

AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR

1191 Linden Avenue
Memphis, Tennessee
September 16, 1953

Einar O. Mohn
Assistant to General President
International Brotherhood of Teamsters
100 Indiana Avenue, N. W.
Washington 1, D. C.

Dear Sir and Brother:

Enclosed herewith please find a copy of the proposed Project-Wide Agreement with Bechtel Corporation that is to govern the Company in its operations at the Joppa Steam Electric Plant, Joppa, Illinois. This plant will supply electric energy to the Paducah Atomic Energy Installation.

It is my recommendation that: (1) because of the circumstances surrounding its adoption and (2) because of the liability it would place upon the International Union, we as an International Union refrain from being a signatory thereto.

Nevertheless, since we have been able to negotiate terms satisfactory to our members, that Local Union 236 become a party to an agreement identical in terms to the project-wide agreement with the attached Appendix "A", however, such agreement merely be between our Local Union 236 and the Bechtel Corporation, and shall not refer to or include either the Building Trades Department or any other International or Local Union.

Fraternally yours,

Francis J. Murtha

Francis J. Murtha
Economist

SCHEDULE A

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFF-
EURS, WAREHOUSEMEN AND HELPERS OF AMERICA.

THE WAGE SCALE SHALL BE AS FOLLOWS:

Drivers on 4 wheel trucks 5 cu. yds. and under	1.95
Drivers on 4 wheel trucks over 5 cu. yds.	2.20
Drivers on 6 wheel trucks 6 cu. yds. and under	2.20
Drivers on 6 wheel trucks over 8 cu. yds.	2.40
Drivers on lowboy and winch trucks and 10 wheel tandems	2.40
Drivers on dumpcrates and scoopsmobiles	1.95
Drivers on mixer trucks 3 cu. yds. and under	2.05
Drivers on mixer trucks over 3 cu. yds. including all half-track mixer trucks	2.25
Drivers on Komhring or similar dumpsters, tract trucks, Euclide and hug bottom dump, Tournaspulls, Tournetrailers, Tournarockers, or similar equipment when used for transportation purposes, 10 cu. yds. and under	2.20
Over 10 cu. yds. up to and including 16 cu. yds.	2.40
Over 16 cu. yds.	2.60
Drivers on oil distributors, one man operation	2.60
Drivers on oil distributors, two man operation	2.25
Drivers on 4 wheel service trucks	1.95
Drivers on Pick-up trucks except when used by a Superintendent or a Foreman for his own transportation, or the transportation of a workman and his tools, or for the use of mechanics for the transportation of himself, his tools and repair parts	1.95
Drivers on tandem and semi-trailer service trucks	2.20
Drivers on dumpsters or similar dumpsters	2.05
Drivers on fork lifts when used for transportation purposes	2.35
Drivers on pavement breakers	2.20
Drivers on air compressors and welding machines including those pulled by separate units	1.95
Drivers on A-frame trucks when used for transportation purposes	2.35
Drivers on batch trucks, 2-34E batches or less	1.95
Drivers on batch trucks over 2-34E batches	2.20
Drivers on pole trailers	2.20
Teamsters, Helpers and Warehousemen	1.95
Mechanics (full time) when working on equipment operated by members of the Teamsters and Chauffeurs Union	2.20
Mechanics Helpers and Grainers	1.95

OVERTIME RATE:

Double time.

Page 2. Continued

FOREMEN AND GENERAL FOREMEN:

1. The Employer shall, upon having as many as four (4) employees, recognize one of them as a Foreman, selection thereof to be in accordance with Section 3 herein. Similarly, when reducing in force, the Employer shall have at least one Foreman for the last three (3) men employed. At no time will a foreman be required to carry more than twenty-five (25) men on his time book.
2. There shall be a General Foreman named for each one hundred and fifty (150) men and, in any event, there shall be no less than one General Foreman maintained by the Employer when there are at least two (2) Foremen maintained by the Employer.
3. In the Warehouse Division, there shall be a continuation of past practices as to the number of men that a Foreman shall carry on his time book.
4. In the Warehouse Division, there shall be named a General Foreman at each time as there are at least six (6) Warehouse Foremen or one hundred and fifty (150) men working there.
5. A Foreman shall remain with his crew at all times, provided that there are at least three (3) men working in the crew. A General Foreman shall remain with his crews as long as there are two (2) or more foremen remaining on duty with their crews.

AGREEMENT

THIS AGREEMENT made and entered into this 20th day of August, by and between Bechtel Corporation, hereinafter called the Employer and the Building and Construction Trades Department, the National and International Unions, and the local Unions affiliated with the Building Trades Department of the American Federation of Labor signatory hereto, hereinafter collectively called Unions.

WITNESSETH:

Whereas, the employer has entered into a contract with Electric Energy, Inc. to construct the Joppe Steam Electric Station, which will supply electric energy to the Paducah Atomic Energy Work and in such construction will require the services of qualified, skilled and unskilled craftsmen to carry on these operations.

Whereas, there are listed among the membership of the Unions available qualified craftsmen in the various skilled and unskilled trades desiring employment on such work and are willing to furnish such workers on the terms and conditions hereinafter stated.

Whereas, it is to the advantage of both the Employer and Unions that stability of wage rates, working conditions, and hours of employment be established for such construction work to be performed upon this project; and

Whereas, it is the desire of the parties hereto to establish effective methods for the settlement of misunderstanding, disputes, or grievances between the parties hereto, to the end that the employer is assured reasonable continuity of employment, and industrial peace is maintained.

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Now, Therefore, it is Agreed by the Parties hereto:

ARTICLE 1. Intention of the Parties

The purpose of this Agreement is to set out the conditions for the efficient prosecution of said work; to establish and maintain harmonious relations between all parties to the Agreement; and to avoid strikes, lock-outs or delays in the prosecution of the work undertaken by EMPLOYER.

ARTICLE 2. Recognition

The Employer recognizes the Building and Construction Trades Department, the National and International Unions, and the local Unions affiliated with the Building Trades Department of the American Federation of Labor having jurisdiction signatory hereto as the collective bargaining agency.

ARTICLE 3. Scope of Agreement

(a) This agreement shall apply to all work on the Joppe Project within the jurisdiction of the International Unions of Building and Construction Trades Department of the American Federation of Labor to be performed by employers, parties hereto, and all additions, extensions, changes, and any extra work orders in connection therewith.

(b) This Agreement shall not apply to executives, civil engineers, rodmen and chainmen, superintendents, assistant superintendents, time-keepers, messenger boys, office workers, guards, confidential employees or any employees of the employer above the foreman.

(c) The wage rates, working conditions, and hours of employment, herein provided have been negotiated by the Unions exclusively with the representatives of the Employer. The Unions agree that in

Page 2.

Page 3.

the event that during the life of this Agreement it should make any Agreement with any person, firm, association, or corporation providing wage rates, working conditions and hours of employment in the Joppe Project Area more favorable to said other person, firm, association, or corporation than is provided in this Agreement for Employer, then and in that event any party hereto engaging in work of the type covered by any such Agreement shall have the benefits of any such more favorable wage rates, working conditions, and hours of employment when performing such work.

ARTICLE 4. Hiring of Men

Section 1. (a) The hiring of workmen and the discharging of employees shall be in accordance with the National Labor Relations Act amended by the Labor Management Relations Act of 1947.

(b) The Employer will notify the Unions of his need for workmen at least 24 hours before the workmen are needed on the job. The Unions will furnish an adequate supply of workmen of the classifications, at the rates, and under the terms specified herein, when and as requested by the Employer.

(c) While the Unions assume all responsibility for the continued membership of its members and collection of membership dues, it reserves the right to discipline its members or those employees who have filed application to become members; and the Employer agrees upon written notice from the Unions to promptly release from employment any employees who fail to tender the periodic dues and the initiation fee uniformly required as a condition of acquiring or retaining membership. It is understood the removal of and

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replacement of such employees shall not interfere with the operation of the job.

(d) The Union agree to furnish competent Employees to the Employer. The Employer shall have the right to determine the competence and qualifications of Employees and prospective Employees and the right to discharge or refuse to hire any person for any just and sufficient cause, provided, however, that no Employee shall be discriminated against because of lawful Union activities.

ARTICLE 5. Management of Project

The Employer shall have the right to appoint, select, and determine the number of Foremen and General Foreman, except that the number of Foremen and General Foreman shall be in accordance with the provisions of bona fide collective bargaining agreements, and the right to determine the number of employees, at any time on any job or shift. No rules, customs, or practices shall be permitted to limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery, tools or other labor saving devices. In addition to the rights of the Employer enumerated in this Agreement, the Employer shall retain all traditionally existing rights of management and all rights conferred on it by law.

ARTICLE 6. Hours of work, overtime, Shifts, and Holidays.

(a) Where a single shift is worked, eight hours of continuous employment except for lunch periods, shall constitute a work day, between the hours of 8:00 A. M. and 5:00 P. M. beginning on Monday and through Friday of each week, except as otherwise agreed between a particular craft and the Employer.

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(b) Overtime. All work in excess of eight (8) hours per day or (40) hours per week and all work on Saturday, Sunday and Holidays shall be paid for at the overtime rate stipulated in Schedule "A" for each craft.

All overtime rates are based on the hourly rates in attached Schedule A.

(c) Multiple Shifts. When so elected by the Employer, multiple shifts may be worked for five (5) or more consecutive days. Employer shall have the right to designate the crafts on the project or portion thereof who shall work on a multiple shift basis, provided, however, that men working on multiple shifts shall not be interchangeable with those working on a single shift basis. In no event shall the regular working hours of different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event, shall such interval exceed one (1) hour.

If two or three shifts are worked, the first shift shall work eight (8) hours, exclusive of lunch, and be compensated for that amount of time. The second shift shall work seven hours, exclusive of lunch, for eight hours' pay. The third shift shall work seven (7) hours, exclusive of lunch, for eight (8) hours' pay. When multiple shifts are worked, starting time shall be as provided in Article 6, paragraph (e).

For the purpose of this Article the shift which begins at approximately 12:30 A. M. Saturday shall be considered the last shift of the Friday work day; the shift which begins at approximately 12:30 A. M. Monday shall be considered the last shift of the Sunday work day.

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Page 5.

(d) Holidays. The following days shall be considered holidays: New Years' Day, Memorial Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day, Christmas Day. No work shall be done on Labor Day except as is necessary for the protection of life and property. Should any of the above holidays fall on Sunday, the holiday shall be taken on the following day, in accord with the State or National ruling.

ARTICLE 7. Wage Scales

All workmen covered by this Agreement shall be classified and paid in accordance with the classifications and wage scales attached hereto as Schedule A, and by this reference made a part hereof, and no other classifications of employees or rate of pay shall be recognized or put into effect, unless this Contract shall be modified as elsewhere provided.

ARTICLE 8. Sub-Contractors

Where the employer uses sub-contractors, the terms and conditions of this Agreement, including all attached schedules, shall under and pursuant to this Agreement apply to all work on the Project performed by each sub-contractor.

ARTICLE 9. Pay Days

Each employee shall be paid in full once a week, on Fridays or on such other day as the Employer in his discretion determines, provided that such day shall be within five (5) days after the close of each weekly payroll period (which runs from Monday through Sunday weekly); payment to be of wages earned in such payroll period. Any Employee who is involuntarily terminated shall be paid his wages in full to the time of such termination, not later than the quitting time of his shift on the date of such termination; his pay time shall continue to run until such wages are paid. Any Employee who quits employment voluntarily shall receive his wages in full at time of quitting or not later than the next regularly scheduled pay day. If possible, such Employee may make arrangements with the Employer to mail such wages to him.

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ARTICLE 10. Reporting Pay

If the services of any employee are not required on a given shift, he shall be so notified by his supervisor before his regular quitting time on the previous shift. Any employee not so notified and properly reporting for work at the beginning of his regular shift and not put to work shall be paid two (2) hours reporting pay; if each Employee is put to work for four (4) hours or less, he shall receive four (4) hours' pay at the applicable rate; if he is put to work for more than four (4) hours, but less than eight (8) hours, he shall be paid at the applicable rate for eight (8) hours of work. Any man reporting for work as an original hire at the direction of the Employer, shall be entitled to be paid as an Employee if employed and not placed at work through no fault of his own.

ARTICLE 11. Travel Expenses

In recognition of time and distance of travel from General residence area of Employees and consequent cost of travel, each Employee covered by this Agreement shall be paid \$1.25 per day as travel expense for each day he is required to report for work.

ARTICLE 12. Temporary Reclassification and Change of Work

Employer may temporarily shift a workman from one classification of work to another within his craft during his shift but while performing the work to which he is temporarily assigned he shall be paid at the new rate or of his regular rate, whichever is higher, on a full day's basis.

ARTICLE 13. Grievance Procedure

(a) There shall not be any lockout, or strikes, or cessation or slow-down of work, but instead it is specifically agreed that in the event that any disputes arise out of the interpretation or application of this agreement, exclusive of questions of jurisdiction of work, the same shall be settled by means of the procedure set out herein. No such grievance shall be recognized unless called to the attention of the Employer by the Union or the Union by the Employer within ten (10) days after the alleged violation was committed.

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Page 8.

(b) In the event of disputes arising out of this Agreement the offended party (whether it be the Union or the Employer), shall give notice of each dispute in writing, to the other party, and the following steps shall be immediately taken to adjust the dispute:

First: The designated representative of the Union and the designated representative of the Employer shall endeavor to adjust the matter. If this fails, it shall then within forty-eight (48) hours:

Second: Be taken up by the aggrieved party before a grievance committee of two representatives from the Unions signatory hereto, and two representatives of the Employer. Any decision made by this committee shall be final and binding.

Third: If this fails (so long as the matter in issue is not one of wages established by Schedule A attached hereto) the committee named under Section 2 above, shall immediately proceed to choose a neutral party to act as Chairman. If the Committee cannot agree on the selection of a neutral party as Chairman, they shall immediately request the Federal Mediation and Conciliation Service to appoint an impartial committee Chairman, such appointment to be made by the Service only after consultation with all of the parties who may be affected by the dispute and unsettled matter.

The impartial Committee Chairman so appointed shall:

(1) Preside over all further meeting of the Grievance Committee.

(2) Make such investigations as he may deem proper, subject to the Security Provisions of the U. S. Atomic Energy Act of 1946, as amended, and regulations thereunder, and may, at his option, hold a hearing and examine any and all witnesses and exhibits introduced by any party to or any party who may be affected by the outcome of the proceeding upon the application of that party, subject to the right of all parties thereto to cross-examine such witnesses, and examine all exhibits.

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(3) Establish rules of procedure for the conduct of any hearing he may order, and rule upon the admission of all evidence.

(4) Conciliate or otherwise attempt to compose and mediate all questions in issue at his discretion.

(5) Cast the deciding vote on all questions involving a deadlock of the four Grievance Committeemen.

(6) A decision or settlement reached by a majority (3) vote of the committee, including the impartial Committee Chairman, shall be final and binding on the parties. There shall be no stoppage of work pending such decision or settlement.

(7) Prepare and sign any decision reached by the Committee, or reduce to writing and sign any settlement or accord reached by the Committee. Adequate copies of such decision or settlement shall be distributed to all parties affected by the dispute or issue.

Fourth: Within fifteen (15) days following his appointment, the impartial Committee Chairman shall conduct a hearing with respect to the matter in grievance; and within fifteen (15) days after the commencement of said hearing a decision or settlement is to be rendered by a majority (3) of the Committee.

Fifth: The Grievance Committee and the impartial Committee Chairman shall have no power to change established wage scales or to add to, subtract from or modify any of the terms of this Agreement nor shall they have the power to substitute their discretion for the discretion of the Employer or the Union in those cases where the Employer or the Union are vested with such discretion by this Agreement.

Sixth: Each party hereto shall be responsible for the cost of its respective Grievance Committeemen and shall equally the cost of the impartial Committee Chairman, and such proceeding as he may initiate and conduct.

It is further understood that the Grievance machinery above set forth shall not be used for the purpose of arriving at any agreement to supersede this Agreement.

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Article 14. Jurisdictional Disputes

There shall be no strikes or work stoppages or slow downs because of jurisdictional disputes. In the event any jurisdictional dispute shall arise regarding work covered by this Agreement, it shall be settled in the manner prescribed by the National Plan of settling jurisdictional disputes in the building industry, dated October 1, 1949. There shall be no stoppage of work because of jurisdictional disputes.

ARTICLE 15. Continuity of Operations, Obligations of the Parties

It is the intent of the Employer and the Unions, and it is so agreed that by entering into this Agreement, and especially by providing for the resolving of jurisdictional disputes and grievances, in the manner set forth in Articles 13 and 14, that there shall be no lockouts by the Employer and there shall be no strikes, work stoppages or slow downs by any of the Unions or its members during the life of this Agreement.

1. (a) In the event any member or members of any Union Participate in any strike, work stoppage or slow down, the Union shall advise all Union members that such activity is unauthorized, and shall direct all Union members to cease such activity and return to work immediately or be disciplined by their Unions.

(b) The Employer shall direct all employees to cease such activities and return to work immediately, or be disciplined by the Employer, including termination from their jobs.

2. The advice and directions referred to above shall be given by such means as are appropriate to notify all Employees, including the use of radio and newspaper announcements, and shall be made through or in conjunction with, the appropriate council corresponding to the Building Construction Trades Council.

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ARTICLE 16. Security

During the term of this Agreement the Unions will do their utmost to protect the security of restricted and other classified information and will not reveal any such information to any person not specifically cleared for the receipt of such information by the Government. No person will be cleared for the receiving of such information except that where such information is necessary for performance of work desired by the Government. It is recognized that the employer has agreed not to employ any person whose employment is considered by the Atomic Energy Commission to be contrary to the public interest and to remove from work and exclude from the Area any person whose continued employment is deemed by the Atomic Energy Commission to be contrary to the public interest. Furthermore, the Union, all members of the Union, the Employer, and all Employees of the Employer are required to comply with all protective security regulations now in effect or as may be promulgated by the Atomic Energy Commission for the Area.

ARTICLE 17. Health and Safety

The Employer and the Unions agree to cooperate to promote good safety and health conditions in the work, and to comply with all state and federal health, sanitation and safety rules as well as those established by the Employer. Employees may be discharged for cause for failure to comply with any such rules. Employees shall be covered by the Illinois Workmen's Compensation Act, and Occupational Disease Act. Employees shall be provided with safe and convenient supplies of drinking water and with adequate sanitary facilities. Employees shall not be required to work with unsafe equipment or materials or where adequate safeguards are not provided; the Employer shall furnish such safety equipment, as in its opinion, it considers necessary. Employees shall be responsible for equipment.

ARTICLE 18. General Saving Clause

It is not the intention of either the Employer or the Union, parties hereto, to violate any law governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be

Page 12.

illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the parts thereof so found to be void are wholly inseparable from the remaining portion of this Agreement. Further, the Employer and the Union agree that if and when any or all provisions of that Agreement are finally held or determined to be illegal or void by a court of final and competent jurisdiction, an effort will be made to then promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the parties hereto.

The collective bargaining representatives agree that, if and when a Union Security Clause can lawfully be written into this Agreement, and they will then promptly enter into Union Negotiations concerning hiring and Union Security Clauses. If and when hiring and/or Union Security Clauses are written into this Agreement pursuant to such negotiations, then Article 4, shall forthwith become inoperative.

ARTICLE 19. Parking Facilities

Adequate parking facilities shall be provided.

ARTICLE 20. Union Representation

Stewards who are regular workmen, designated by the Unions will represent the Employees on the job, and shall be allowed reasonable time to perform nuclear steward duties, subject to the supervision of the Business Agent or Representative of each Union, and all Union Representatives displaying proper credentials shall be permitted admission to the Project site at such times and places permitted by, and subject to all other provisions of the United States Atomic Energy Commission's security rules and regulations in effect from time to time. The Unions shall keep the Employer currently informed as to who its Stewards and other representatives are. All Union representatives shall perform their duties with as little interrup-

Page 12.

Page 13.

tion to the progress of the work as possible. No Union representative shall engage on the Project into membership solicitation or other Union activities in connection with persons not employed or about to be employed by the Employer or one of its subcontractors.

ARTICLE 21. Rehiring Terminated Employees

The Employer shall have the right to formulate and apply reasonable rules and limitations with respect to the eligibility for rehiring of Employees voluntarily quitting or being terminated for cause from the employment of any Employer on the Project site or any Employer performing work under a contract with the Atomic Energy Commission. Such rules may include, by way of example and not by way of limitation, deferring for a 15 day period from date of termination the rehiring of Employees voluntarily quitting such employment.

ARTICLE 22. Collective Bargaining Representation

The officials signing this Agreement warrant and guarantee their authority to act for, bind and collectively bargain on behalf of the organization whom they represent and the members of such organizations.

ARTICLE 23. Extent of Agreement

(a) This Agreement, shall apply to and cover the work of the Employer signatory hereto, and those additional employer who shall hereafter execute counterparts of this Agreement, in the performance of work under contract with the Electric Energy, Inc., for construction work on the Joppe Project.

(b) This Agreement shall not apply to any other operations of Employer, and none of the provisions of this Agreement shall be considered as affecting any existing or future agreements between Employer and Unions elsewhere than on the job mentioned.

(c) It is agreed and understood between the parties hereto that this Agreement and Schedule A hereto attached contain all the

Page 13.

Page 14.

covenants, stipulations and provisions agreed upon by the parties hereto.

ARTICLE 24. Terms of Agreement

(a) This Agreement is effective August 20, 1953, and shall continue in full force and effect until completion of construction work on the Joppe Project, or August 20, 1955, whichever date is earlier, except that in regard to wages as set forth in Schedule A, it is agreed as follows:

1. Unions that have not completed their 1953 wage negotiations under local collective bargaining agreements may reopen in regard to wages under Schedule A following completion of such negotiations.

2. Unions may reopen once annually at their customary time of wage negotiations with traditionally recognized local Employer.

(b) Either party desiring to amend Schedule A as provided in (a) above shall notify the other party at least sixty (60) days but not more than ninety (90) days prior to the desired date of amendment, such notice to be sent by United States Registered Mail, Return Receipt Requested. Only those amendments to Schedule A as set forth, in the notice shall be considered.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

FOR THE UNION:

Building Trades Department

International Union

Local Union

FOR THE EMPLOYER:

Inter-Office Communication

From the Office of the General President

Date September 17, 1953

To Harold Thirion -Director
National Division of Building and
Construction Trades

Subject International Agreement -
Bechtel Corporation.

The enclosed is being sent you in care of John T. Wiley, Jr. in
care of the offices of Wiley, Craig and Armbruster.

Get ahold of our fellows there in St. Louis, and if the agreement
meets with their approval, you are authorized to sign on behalf of
the International Brotherhood of Teamsters. Be sure to retain a
copy for our files.

EOJ:b

Einar O. Mohn, Assistant
to the General President.

Einar

DAVE BECK
General President

AFFILIATED WITH
AMERICAN
FEDERATION
OF LABOR



International Brotherhood of
**TEAMSTERS, CHAUFFEURS
WAREHOUSEMEN & HELPERS of America**

100 INDIANA AVENUE, N. W. • WASHINGTON 1, D. C. • STERLING 3-0523

September 17, 1953

Wiley, Craig & Ambruster,
Suite 500-505 State National Life Bldg.,
4 W. 8th Street,
St. Louis, Missouri.

Attention: Mr. John T. Wiley, Jr.

Dear Jack:

May I impose upon your good self, and ask you to personally see that the enclosed material is given to Harold Thirion the first thing Friday morning September 18th? Thirion is in St. Louis attending the Building Trades meeting, and it is most important that he receive this material at the earliest possible moment. Your courtesy and cooperation will be deeply appreciated.

Fraternally,

Elmer C. Mohn
Elmer C. Mohn, Assistant
to the General President

KOM:b

INTER-OFFICE COMMUNICATION

FROM - MR. HAROLD THIRION

14 September 1953

TO: Mr. ELMAR MOHN

SUBJECT: INTERNATIONAL AGREEMENT

The drivers & classifications same as Illinois Conference of Teamsters agreement.

Illinois Conference of Teamsters has time and one-half for over-time except Sundays and holidays which is double time.

This contract is double time for all over-time.

This is a two-year (2) contract expiring August 20, 1955 and the Illinois Conference of Teamsters contract expires April 1, 1954.

I wish to call your attention to Article 22, page 15 --
"The officials signing this Agreement warrant and guarantee their authority to act for, bind and collectively bargain on behalf of the organization whom they represent and the members of such organization."

And Article 24, a, (2) --
"Unions may reopen once annually at their customary time of wage negotiations with traditionally recognized local Employer."

ARTHUR J. SEAY, President
JOSEPH D. KEENAN, Secretary-Treasurer
SAM J. MURPHY, 1st Vice President
SAMUEL L. TOWNE, 2nd Vice President
ROBERT E. WOOD, 3rd Vice President

Building and Construction Trades Department
AMERICAN FEDERATION OF LABOR

500-504 A. F. of L. BUILDING, WASHINGTON 1, D. C.

District 7-1461

WILLIAM E. MALONE, 4th Vice President
M. A. HUTCHESON, 5th Vice President
PETER POSCO, 6th Vice President
L. M. BATTERY, 7th Vice President
PETER T. SCHOMANN, 8th Vice President

September 4, 1953.

Dave Beck, General President,
Inter. Bro. of Teamsters, Chauffeurs,
Warehousemen and Helpers,
100 Indiana Ave. N. W.,
Washington 1, D. C.

Dear Sir and Brother:

Enclosed find three signed copies of Basic Agreement negotiated with the Buchtel Corporation on August 20th to apply on the Joppa Steam Electric Station.

I would appreciate your signing these agreements and returning two of them to this office in order that one copy can be returned to the Company.

The Buchtel Corporation has forwarded to me your Schedule "A" to this agreement and copy is enclosed.

Fraternally yours,

Joseph D. Keenan,
Secretary-Treasurer.

JDK:im
CLUW/2
encl.

A G R E E M E N T

THIS AGREEMENT made and entered into this 20th day of August, by and between Bechtel Corporation, hereinafter called the Employer and the Building and Construction Trades Department, the National and International Unions, and the local Unions affiliated with the Building Trades Department of the American Federation of Labor signatory hereto, hereinafter collectively called Unions.

WITNESSETH:

WHEREAS, the Employer has entered into a contract with Electric Energy, Inc. to construct the Joppa Steam Electric Station, which will supply electric energy to the Paducah Atomic Energy Works, and in such construction will require the services of qualified, skilled and unskilled craftsmen to carry on these operations,

WHEREAS, there are listed among the membership of the Unions available qualified craftsmen in the various skilled and unskilled trades desiring employment on such work and are willing to furnish such members on the terms and conditions hereinafter stated.

WHEREAS, it is to the advantage of both the EMPLOYER and UNIONS that stability of wage rates, working conditions, and hours of employment be established for such construction work to be performed upon this project; and

WHEREAS, it is the desire of the parties hereto to establish effective methods for the settlement of misunderstandings, disputes, or grievances between the parties hereto, to the end that the EMPLOYER is assured of continuity of operations and EMPLOYEES are thereby assured reasonable continuity of employment, and industrial peace is maintained.

NOW, THEREFORE, IT IS AGREED by the Parties hereto:

ARTICLE 1. Intention of the Parties

The purpose of this Agreement is to set out the conditions for the efficient prosecution of said work; to establish and maintain harmonious relations between all parties to the Agreement; and to avoid strikes, lock-outs or delays in the prosecution of the work undertaken by EMPLOYER.

ARTICLE 2. Recognition

The Employer recognizes the Building and Construction Trades Department, the National and International Unions, and the local Unions affiliated with the Building Trades Department of the American Federation of Labor having jurisdiction signatory hereto as the collective bargaining agency.

ARTICLE 3. Scope of Agreement

(a) This Agreement shall apply to all work on the Joppa Project within the jurisdiction of the International Unions of Building and Construction Trades Department of the American Federation of Labor to be performed by Employers, parties hereto, and all additions, extensions, changes, and any extra work orders in connection therewith.

(b) This Agreement shall not apply to executives, civil engineers, rodmen and chainmen, superintendents, assistant superintendents, time-keepers, messenger boys, office workers, guards, confidential employees or any employees of the employer above the foreman.

(c) The wage rates, working conditions, and hours of employment, herein provided have been negotiated by the Unions exclusively with the representatives of the Employer. The Unions agree that in

the event that during the life of this Agreement it should make any Agreement with any person, firm, association, or corporation providing wage rates, working conditions and hours of employment in the Joppa Project Area more favorable to said other person, firm, association, or corporation than is provided in this Agreement for Employer, then and in that event any party hereto engaging in work of the type covered by any such Agreement shall have the benefits of any such more favorable wage rates, working conditions, and hours of employment when performing such work.

ARTICLE 4. Hiring of Men

Section 1. (a) The hiring of workmen and the discharging of employees shall be in accordance with the National Labor Relations Act as amended by the Labor Management Relations Act of 1947.

(b) The Employer will notify the Unions of his need for workmen at least 24 hours before the workmen are needed on the job. The Unions will furnish an adequate supply of workmen in the classifications, at the rates, and under the terms specified herein, when and as requested by the Employer.

(c) While the Unions assume all responsibility for the continued membership of its members and collection of membership dues, it reserves the right to discipline its members or those employees who have filed application to become members; and the Employer agrees upon written notice from the Unions to promptly release from employment any employees who fail to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership. It is understood the removal of and

replacement of such employees shall not interfere with the operation of the job.

(d) The Union agree to furnish competent Employees to the Employer. The Employer shall have the right to determine the competence and qualifications of Employees and prospective Employees and the right to discharge or refuse to hire any person for any just and sufficient cause, provided, however, that no Employee shall be discriminated against because of lawful Union activities.

ARTICLE 5. Management of Project

The Employer shall have the right to appoint, select, and determine the number of Foremen and General Foremen, except that the number of Foremen and General Foremen shall be in accordance with the provisions of bona fide collective bargaining agreements, and the right to determine the number of employees, at any time on any job or shift. No rules, customs, or practices shall be permitted to limit production or increase the time required to do any work. There shall be no limitation or restriction of the use of machinery, tools or other labor saving devices. In addition to the rights of the Employer enumerated in this Agreement, the Employer shall retain all traditionally existing rights of management and all rights conferred on it by law.

ARTICLE 6. Hours of work, Overtime, Shifts, and Holidays

(a) Where a single shift is worked, eight hours of continuous employment except for lunch periods, shall constitute a work day. between the hours of 8:00 A.M. and 5:00 P.M. beginning on Monday and through Friday of each week, except as otherwise agreed between a particular craft and the Employer.

(b) Overtime. All work in excess of eight (8) hours per day or (40) hours per week and all work on Saturday, Sunday and Holidays shall be paid for at the overtime rate stipulated in Schedule "A" for each craft.

All overtime rates are based on the hourly rates in attached Schedule A.

(c) Multiple Shifts. When so elected by the Employer, multiple shifts may be worked for five (5) or more consecutive days. Employer shall have the right to designate the craft or crafts on the project or portion thereof who shall work on a multiple shift basis, provided, however, that men working on multiple shifts shall not be interchangeable with those working on a single shift basis. In no event shall the regular working hours of different shifts overlap, nor shall any interval between shifts exceed the reasonable time necessary to change shifts, and in no event shall such interval exceed one (1) hour.

If two or three shifts are worked, the first shift shall work eight (8) hours, exclusive of lunch, and be compensated for that amount of time. The second shift shall work seven hours, exclusive of lunch, for eight hours' pay. The third shift shall work seven (7) hours, exclusive of lunch, for eight (8) hours' pay. When multiple shifts are worked, starting time shall be as provided in Article 6, paragraph (a).

For the purpose of this Article the shift which begins at approximately 12:30 A.M. Saturday shall be considered the last shift of the Friday work day; the shift which begins at approximately

12:30 A.M. Monday shall be considered the last shift of the Sunday work day.

(d) Holidays. The following days shall be considered holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day, Christmas Day. No work shall be done on Labor Day except as is necessary for the protection of life and property. Should any of the above holidays fall on Sunday, the holiday shall be taken on the following day, in accord with the State or National ruling.

ARTICLE 7. Wage Scales

All workmen covered by this Agreement shall be classified and paid in accordance with the classifications and wage scales attached hereto as Schedule A, and by this reference made a part hereof, and no other classifications of employees or rates of pay shall be recognized or put into effect, unless this Contract shall be modified as elsewhere provided.

ARTICLE 8. Sub-Contractors

Where the Employer uses sub-contractors, the terms and conditions of this Agreement, including all attached schedules, shall under and pursuant to this Agreement apply to all work on the Project performed by such sub-contractor.

ARTICLE 9. Pay Days

Each Employee shall be paid in full once a week, on Fridays or on such other day as the Employer in his discretion determines, provided that such day shall be within five (5) days after the close of each weekly payroll period (which runs from Monday through Sunday

weekly); payment to be of wages earned in such payroll period. Any Employee who is involuntarily terminated shall be paid his wages in full to the time of such termination, not later than the quitting time of his shift on the date of such termination; his pay time shall continue to run until such wages are paid. Any Employee who quits employment voluntarily shall receive his wages in full at time of quitting or not later than the next regularly scheduled pay day. If possible, such Employee may make arrangements with the Employer to mail such wages to him.

ARTICLE 10. Reporting Pay

If the services of any Employee are not required on a given shift, he shall be so notified by his supervisor before his regular quitting time on the previous shift. Any Employee not so notified and properly reporting for work at the beginning of his regular shift and not put to work shall be paid two (2) hours' reporting pay; if such Employee is put to work for four (4) hours or less, he shall receive four (4) hours' pay at the applicable rate; if he is put to work for more than four (4) hours, but less than eight (8) hours, he shall be paid at the applicable rate for eight (8) hours of work. Any man reporting for work as an original hire at the direction of the Employer, shall be entitled to be paid as an Employee if employed and not placed at work through no fault of his own.

ARTICLE 11. Travel Expense

In recognition of time and distance of Project from general residence area of Employees and consequent cost of travel, each Employee covered by this Agreement shall be paid \$1.25 per day as travel ex-

pence for each day he is required to report for work.

ARTICLE 12. Temporary Reclassification and Change of Work

Employer may temporarily shift a workman from one classification of work to another within his craft during his shift but while performing the work to which he is temporarily assigned he shall be paid at the new rate or at his regular rate, whichever is higher, on a full day's basis.

ARTICLE 13. Grievance Procedure

(a) There shall not be any lockout, or strikes, or cessation or slow-down of work, but instead it is specifically agreed that in the event that any disputes arise out of the interpretation or application of this Agreement, exclusive of questions of jurisdiction of work, the same shall be settled by means of the procedure set out herein. No such grievance shall be recognized unless called to the attention of the Employer by the Union or the Union by the Employer within ten (10) days after the alleged violation was committed.

(b) In the event of disputes arising out of this Agreement the offended party (whether it be the Union or the Employer), shall give notice of such dispute in writing, to the other party, and the following steps shall be immediately taken to adjust the dispute:

First: The designated representative of the Union and the designated representative of the Employer shall endeavor to adjust the matter. If this fails, it shall then within forty-eight (48) hours:

Second: Be taken up by the aggrieved party before a grievance committee of two representatives from the Unions signatory hereto, and two representatives of the Employer. Any decision made by this committee shall be final and binding.

Third: If this fails (so long as the matter in issue is not one of wages established by Schedule A attached hereto) the committee named under Section 2 above, shall immediately proceed to choose a neutral party to act as Chairman. If the Committee cannot agree on the selection of a neutral party as Chairman, they shall immediately request the Federal Mediation and Conciliation Service to appoint an impartial committee Chairman, such appointment to be made by the Service only after consultation with all of the parties who may be affected by the dispute and unsettled matter.

The Impartial Committee Chairman so appointed shall:

- (1) Preside over all further meetings of the Grievance Committee.
- (2) Make such investigations as he may deem proper, subject to the Security Provisions of the U. S. Atomic Energy Act of 1946, as amended, and regulations thereunder, and may, at his option, hold a hearing and examine any and all witnesses and exhibits introduced by any party to or any party who may be affected by the outcome of the proceeding upon the application of that party, subject to the right of all parties thereto to cross-examine such witnesses, and examine all exhibits.
- (3) Establish rules of procedure for the conduct of any hearing he may order, and rule upon the admission of all evidence.
- (4) Conciliate or otherwise attempt to compose and mediate all questions in issue at his discretion.
- (5) Cast the deciding vote on all questions involving a deadlock of the four Grievance Committeemen.

(6) A decision or settlement reached by a majority (3) vote of the Committee, including the Impartial Committee Chairman, shall be final and binding on the parties. There shall be no stoppage of work pending such decision or settlement.

(7) Prepare and sign any decision reached by the Committee, or reduce to writing and sign any settlement or accord reached by the Committee. Adequate copies of such decision or settlement shall be distributed to all parties affected by the dispute or issue.

Fourth: Within fifteen (15) days following his appointment, the Impartial Committee Chairman shall conduct a hearing with respect to the matter in grievance; and within fifteen (15) days after the commencement of said hearing a decision or settlement is to be rendered by a majority (3) of the Committee.

Fifth: The Grievance Committee and the Impartial Committee Chairman shall have no power to change established wage scales or to add to, subtract from or modify any of the terms of this Agreement, nor shall they have the power to substitute their discretion for the discretion of the Employer or the Union in those cases where the Employer or the Union are vested with such discretion by this Agreement.

Sixth: Each party hereto shall be responsible for the cost of its respective Grievance Committeemen and shall share equally the cost of the Impartial Committee Chairman, and such proceeding as he may initiate and conduct.

It is further understood that the Grievance machinery above set forth shall not be used for the purpose of arriving at any agreement to supersede this Agreement.

ARTICLE 14. Jurisdictional Disputes

There shall be no strikes or work stoppages or slow downs because of jurisdictional disputes. In the event any jurisdictional dispute shall arise regarding work covered by this Agreement, it shall be settled in the manner prescribed by the National Plan of settling Jurisdictional Disputes in the building industry, dated October 1, 1949. There shall be no stoppage of work because of jurisdictional disputes.

ARTICLE 15. Continuity of Operations, Obligations of the Parties

It is the intent of the Employer and the Unions, and it is so agreed that by entering into this Agreement, and especially by providing for the resolving of jurisdictional disputes and grievances, in the manner set forth in Articles 13 and 14, that there shall be no lockouts by the Employer and there shall be no strikes, work stoppages or slow downs by any of the Unions or its members during the life of this Agreement.

1. (a) In the event any member or members of any Union participate in any strike, work stoppage or slow down, the Union shall advise all Union members that such activity is unauthorized, and shall direct all Union members to cease such activity and return to work immediately or be disciplined by their Unions.

(b) The Employer shall direct all employees to cease such activities and return to work immediately, or be disciplined by the Employer, including termination from their jobs.

2. The advice and directions referred to above shall be given by such means as are appropriate to notify all Employees, including

the use of radio and newspaper announcements, and shall be made through or in conjunction with, the appropriate council corresponding to the Building Construction Trades Council.

ARTICLE 16. Security

During the term of this Agreement the Unions will do their utmost to protect the security of restricted and other classified information and will not reveal any such information to any person not specifically cleared for the receipt of such information by the Government. No person will be cleared for the receiving of such information except where such information is necessary for performance of work desired by the Government. It is recognized that the Employer has agreed not to employ any person whose employment is considered by the Atomic Energy Commission to be contrary to the public interest and to remove from work and exclude from the Area any person whose continued employment is deemed by the Atomic Energy Commission to be contrary to the public interest. Furthermore, the Union, all members of the Union, the Employer, and all Employees of the Employer are required to comply with all protective security regulations now in effect or as may be promulgated by the Atomic Energy Commission for the Area.

ARTICLE 17. Health and Safety

The Employer and the Unions agree to cooperate to promote good safety and health conditions in the work, and to comply with all state and federal health, sanitation and safety rules as well as those established by the Employer. Employees may be discharged for cause for failure to comply with any such rules. Employees shall be

covered by the Illinois Workmen's Compensation Act, and Occupational Diseases Act. Employees shall be provided with safe and convenient supplies of drinking water and with adequate sanitary facilities. Employees shall not be required to work with unsafe equipment or materials or where adequate safeguards are not provided; the Employer shall furnish such safety equipment as, in its opinion, it considers necessary. Employees shall be responsible for equipment.

ARTICLE 18. General Saving Clause

It is not the intention of either the Employer or the Union, parties hereto, to violate any laws, governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the parts thereof so found to be void are wholly inseparable from the remaining portion of this Agreement. Further, the Employer and the Union agree that if and when any or all provisions of this Agreement are finally held or determined to be illegal or void by a court of final and competent jurisdiction, an effort will be made to then promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of any applicable law and the intent of the parties hereto.

The collective bargaining representatives agree that, if and when a Union Security Clause can lawfully be written into this Agreement, they will then promptly enter into Union negotiations

concerning hiring and Union Security Clauses. If and when hiring and/or Union Security Clauses are written into this Agreement pursuant to such negotiations, then Article 4 shall forthwith become inoperative.

ARTICLE 19. Parking Facilities

Adequate parking facilities shall be provided.

ARTICLE 20. Union Representation

Stewards who are regular workmen, designated by the Unions will represent the Employees on the job, and shall be allowed reasonable time to perform normal steward duties, subject to the supervision of the Business Agent or Representative of each Union, and all Union Representatives displaying proper credentials shall be permitted admission to the Project site at such times and places permitted by, and subject to all other provisions of the United States Atomic Energy Commission's security rules and regulations in effect from time to time. The Unions shall keep the Employer currently informed as to who its Stewards and other representatives are. All Union representatives shall perform their duties with as little interruption to the progress of the work as possible. No Union representative shall engage on the Project site in membership solicitation or other Union activities in connection with persons not employed or about to be employed by the Employer or one of its Subcontractors.

ARTICLE 21. Rehiring Terminated Employees

The Employer shall have the right to formulate and apply reasonable rules and limitations with respect to the eligibility for rehire of Employees voluntarily quitting or being terminated for

cause from the employment of any Employer on the Project site or any Employer performing work under a contract with the Atomic Energy Commission. Such rules may include, by way of example and not by way of limitation, deferring for a 15-day period from date of termination the rehiring of Employees voluntarily quitting such employment.

ARTICLE 22. Collective Bargaining Representation

The officials signing this Agreement warrant and guarantee their authority to act for, bind and collectively bargain on behalf of the organization whom they represent and the members of such organizations.

ARTICLE 23. Extent of Agreement

(a) This Agreement shall apply to and cover the work of the Employer signatory hereto, and those additional employer who shall hereafter execute counterparts of this Agreement, in the performance of work under contract with the Electric Energy, Inc., for construction work on the Joppa Project.

(b) This Agreement shall not apply to any other operations of Employer, and none of the provisions of this Agreement shall be considered as affecting any existing or future Agreements between Employer and Unions elsewhere than on the job mentioned.

(c) It is agreed and understood between the parties hereto that this Agreement and Schedule A hereto attached contain all the covenants, stipulations and provisions agreed upon by the parties hereto.

ARTICLE 24. Term of Agreement

(a) This Agreement is effective August 20, 1953, and shall continue in full force and effect until completion of construction work on the Joppa Project, or August 20, 1955, whichever date is earlier, except that in regard to wages as set forth in Schedule A, it is agreed as follows:

1. Unions that have not completed their 1953 wage negotiations under local collective bargaining agreements may reopen in regard to wages under Schedule A following completion of such negotiations.

2. Unions may reopen once annually at their customary time of wage negotiations with traditionally recognized local Employer.

(b) Either party desiring to amend Schedule A as provided in (a) above shall notify the other party at least sixty (60) days but not more than ninety (90) days prior to the desired date of amendment, such notice to be sent by United States Registered Mail, Return Receipt Requested. Only those amendments to Schedule A as set forth in the notice shall be considered.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

FOR THE UNION:

FOR THE EMPLOYER:

Building Trades Department

Harold Thurston

TEAMSTERS International Union

Local Union

SCHEDULE A

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFF-
EURS, WAREHOUSEMEN AND HELPERS OF AMERICA.

WAGE SCALE

The wage scale shall be as follows:

Drivers on 4 wheel trucks 5 cu. yds. and under -	\$ 1.95
Drivers on 4 wheel trucks over 5 cu. yds. -	2.20
Drivers on 6 wheel trucks 8 cu. yds. and under -	2.20
Drivers on 6 wheel trucks over 8 cu. yds. -	2.40
Drivers on lowboy and winch trucks and 10 wheel tandems -	2.40
Drivers on dumpsters and scoopermobiles -	1.95
Drivers on mixer trucks 3 cu. yds. and under -	2.05
Drivers on mixer trucks over 3 cu. yds. including all half-track mixer trucks	2.25
Drivers on Koehring or similar dumpsters, track trucks, Euclide and hug bottom dump, Tournapulls, Tournatrailers, Tournarockers, or similar equipment when used for transportation purposes, 10 cu. yds. and under -	2.20
Over 10 cu. yds. up to and including 16 cu. yds. -	2.40
Over 16 cu. yds. -	2.60
Drivers on oil distributors, one man operation -	2.60
Drivers on oil distributors, two man operation -	2.25
Drivers on 4 wheel service trucks -	1.95
Drivers on Pick-up trucks except when used by a Superintendent or a Foreman for his own transportation, or the transportation of a workman and his tools, or for the use of mechanics for the transportation of himself, his tools and repair parts -	1.95
Drivers on tandem and semi-trailer service trucks -	2.20
Drivers on dumpsters or similar dumpsters	2.05
Drivers on fork lifts when used for transportation purposes -	2.35
Drivers on pavement breakers -	2.20
Drivers on air compressors and welding machines including those pulled by separate units -	1.95
Drivers on A-frame trucks when used for transportation purposes -	2.35
Drivers on batch trucks, 2-3/4 batches or less -	1.95
Drivers on batch trucks over 2-3/4 batches -	2.20
Drivers on pole trailers -	2.20
Teamsters, Helpers & Warehousemen	1.95

Wage Scale (continued)

Mechanics (full-time) when working on equipment
operated by members of the Teamsters and
Chauffeurs Union -
Mechanics Helpers and Greasars -

\$ 2.20
1.95

Overtime Rate:
Double time.

Foremen and General Foremen:

1. The Employer shall, upon having as many as four (4) employees, recognize one of them as a Foreman, selection thereof to be in accordance with Section 5 below. Similarly, when reducing in force, the Employer shall have at least one Foreman for the last three (3) men employed. At no time will a Foreman be required to carry more than twenty-five (25) men on his time book.

2. There shall be a General Foreman named for each one hundred and fifty (150) men and, in any event, there will be no less than one General Foreman maintained by the Employer when there are at least two (2) Foremen maintained by the Employer.

3. In the Warehouse Division, there will be a continuation of past practice as to the number of men that a Foreman will carry on his time book.

4. In the Warehouse Division, there will be named a General Foreman at such time as there are at least six (6) Warehouse Foremen or one hundred and fifty (150) men working there.

5. A Foreman will remain with his crew at all times, provided that there are at least three (3) men working in the crew. A General Foreman shall remain with his crew as long as there are two (2) or more foremen remaining on duty with their crews.

SCHEDULE A

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUF-
FEURS, WAREHOUSEMEN AND HELPERS OF AMERICA.

WAGE SCALE

The wage scale shall be as follows:

Drivers on 4 wheel trucks 5 cu. yds. and under -	\$1.95
Drivers on 4 wheel trucks over 5 cu. yds. -	2.20
Drivers on 6 wheel trucks 8 cu. yds. and under -	2.20
Drivers on 6 wheel trucks over 8 cu. yds. -	2.40
Drivers on lowboy and winch trucks and 10 wheel tandems -	2.40
Drivers on dumpsters and scoopsmobiles -	1.95
Drivers on mixer trucks 3 cu. yds. and under -	2.05
Drivers on mixer trucks over 3 cu. yds. including all half-track mixer trucks -	2.25
Drivers on Koehring or similar dumpsters, track trucks, Euclid and hug bottom dump, Tournapulls, Tournatrailers, Tournarockers, or similar equipment when used for transportation purposes, 10 cu. yds. and under -	2.20
Over 10 cu. yds. up to and including 16 cu. yds. -	2.40
Over 16 cu. yds. -	2.60
Drivers on oil distributors, one man operation -	2.60
Drivers on oil distributors, two man operation -	2.25
Drivers on 4 wheel service trucks -	1.95
Drivers on Pick-up trucks except when used by a Superintendent or a Foreman for his own transportation, or the transportation of a workman and his tools, or for the use of mechanics for the transportation of himself, his tools and repair parts -	1.95
Drivers on tandem and semi-trailer service trucks -	2.20
Drivers on dumpsters or similar dumpsters -	2.05
Drivers on fork lifts when used for transportation purposes -	2.35
Drivers on pavement breakers -	2.20
Drivers on air compressors and welding machines including those pulled by separate units -	1.95
Drivers on A-frame trucks when used for transportation purposes -	2.35
Drivers on batch trucks, 2-3/4 batches or less -	1.95
Drivers on batch trucks over 2-3/4 batches -	2.20
Drivers on pile trailers -	2.20
Teamsters, Helpers & Warehousemen -	1.95

Wage Scale (Continued)

Mechanics (full-time) when working on equipment
operated by members of the Teamsters and
Chauffeurs Union -
Mechanics Helpers and Grangers -

\$2.20
1.95

Overtime Rate:

Double time.

Foremen and General Foremen:

1. The Employer shall, upon having as many as four (4) employees, recognize one of them as a Foreman, selection thereof to be in accordance with Section 5 below. Similarly, when reducing in force, the Employer shall have at least one Foreman for the last three (3) men employed. At no time will a Foreman be required to carry more than twenty-five (25) men on his time book.

2. There shall be a General Foreman named for each one hundred and fifty (150) men and, in any event, there will be no less than one General Foreman maintained by the Employer when there are at least two (2) Foremen maintained by the Employer.

3. In the Warehouse Division, there will be a continuation of past practices as to the number of men that a Foreman will carry on his time book.

4. In the Warehouse Division, there will be named a General Foreman at such time as there are at least six (6) Warehouse Foremen or one hundred and fifty (150) men working there.

5. A foreman will remain with his crew at all times, provided that there are at least three (3) men working in the crew. A General Foreman shall remain with his crews as long as there are two (2) or more foremen remaining on duty with their crews.

8/12.
Frank Murtha is familiar
with the Jappa job, having
been a clerk there on
a couple of occasions by
Dusty Miller.

WESTERN UNION

LEEDOR (W, CALI2) EL PD

CHICAGO ILL 12 NPT

DAVE BECK, GEN PRES INTL UNO OF TEAMSTERS

100 INDIANA AVE NORTHWEST WASHDC

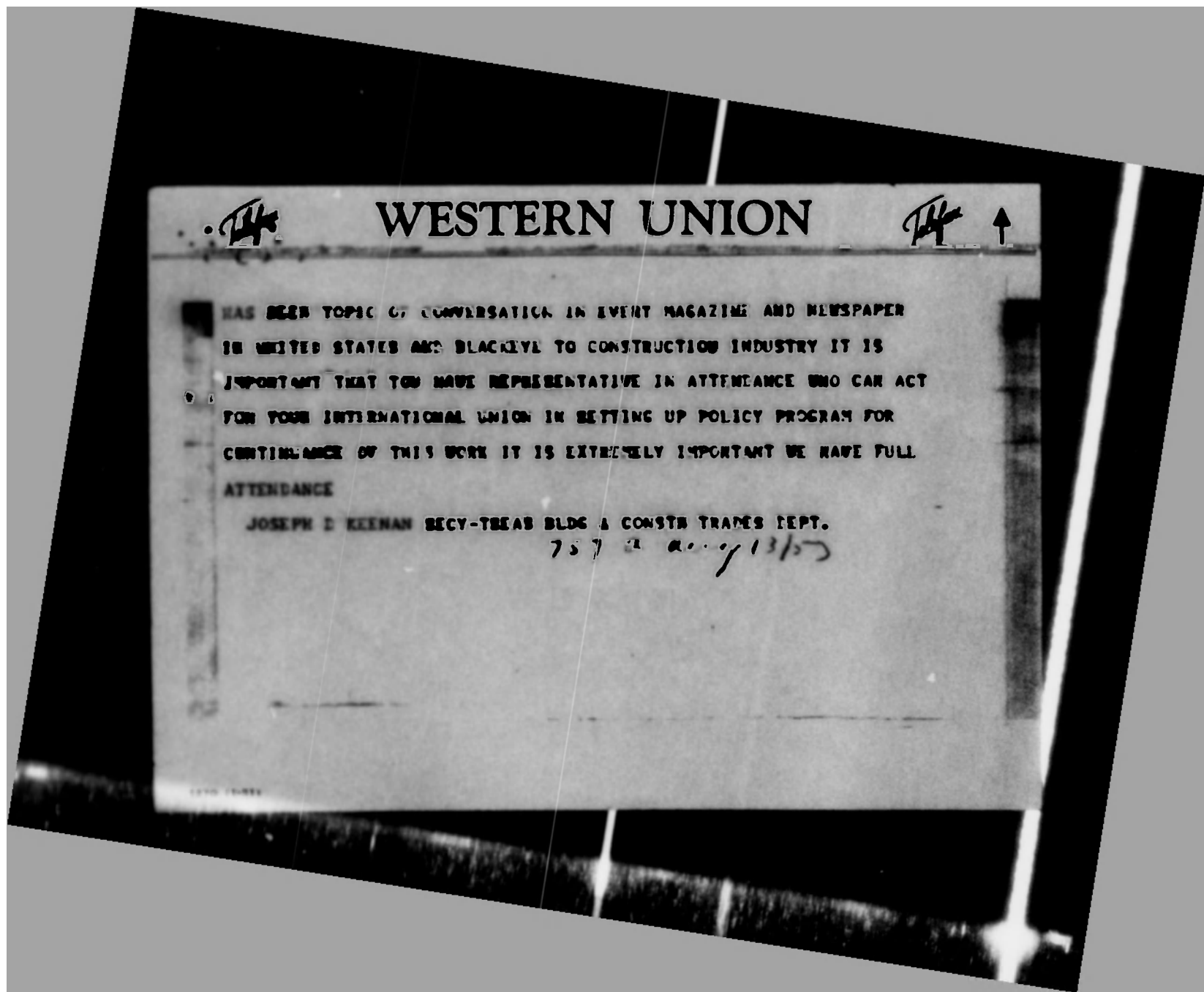
ARRANGEMENTS HAVE BEEN MADE FOR MEETING OF INTERNATIONAL REPRESENTATIVES WITH REPRESENTATIVES OF BECHTEL CORPORATION FOR WEDNESDAY, AUGUST NINETEENTH, AT TEN AM IN THE OLD FEDERAL BUILDING, CHICAGO ILLINOIS TO WORK OUT JOB UNDERSTANDING ON JOPPA POWER HOUSE PROJECTS. REPRESENTATIVES OF BECHTEL CORPORATION APPEARED BEFORE EXECUTIVE COUNCIL AND OUTLINED THEIR CONCERN ABOUT THESE PROJECTS AND AS JOB

RDV

Chris L. 236

1270 (1951)

LOT 100951



TH **WESTERN UNION** *TH* ↑

HAS BEEN TOPIC OF CONVERSATION IN EVERY MAGAZINE AND NEWSPAPER
IN UNITED STATES AND BLACKEN TO CONSTRUCTION INDUSTRY IT IS
IMPORTANT THAT YOU HAVE REPRESENTATIVE IN ATTENDANCE WHO CAN ACT
FOR YOUR INTERNATIONAL UNION IN SETTING UP POLICY PROGRAM FOR
CONTINUANCE OF THIS WORK IT IS EXTREMELY IMPORTANT WE HAVE FULL
ATTENDANCE
JOSEPH D. KEENAN SECY-TREAS BLDG & CONST TRADES DEPT.
757 21 2-11/13/5

ADMINISTRATIVE FILE

Charles Services

x **X 236**

x

March 5, 1953

C
O
P
Y

Mr. John C. Garvin
4 Ebarco Services, Inc.
2 Rector Street,
New York, N. Y.

Dear Sir:

Your telegram of January 21, 1953, relating to your problem at Joppa, Illinois has been seriously considered by our general President Dave Beck, and since it is his policy not to attempt to advise any local unions with which he has no direct relationship, there is nothing he can do on this matter.

Thanking you for the courtesy you have shown our general President, we remain

Sincerely yours,

Al Evans

AE:jo

DAVE BECK
General President

AFFILIATED WITH
AMERICAN FEDERATION OF LABOR



International Brotherhood of
**TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS** of America

552 DENNY WAY, SEATTLE 9, WASHINGTON Elliott 2544

MARCH 2, 1953

Mr. Al Evans
Letter Carriers Building
100 Indiana Avenue N. W.
Washington, D. C.

Dear Al:

Enclosed find correspondence sent to me by you which is self explanatory. I am returning same as there is no reason for this having to be forwarded to me, because the people involved do not concern us.

Please answer Mr. Garvin stating that I give no advise to any Local Unions I have no direct relationship with.

Fraternally yours,

Dave Beck

DB:lm
Encl. 1



**INTERNATIONAL BROTHERHOOD
OF
TEAMSTERS, MILLWRIGHTS, WAREHOUSEMEN, MILLINER
OF AMERICA**

AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR

OFFICE OF
GENERAL PRESIDENT
552 DENNY WAY
SEATTLE 9, WASHINGTON

OFFICE OF
DAVE BECK, GENERAL PRESIDENT
552 DENNY WAY
SEATTLE 9, WASHINGTON

**INDIANAPOLIS 4, Ind.
SEATTLE 9, WASHINGTON**

January 22, 1953

Mr. Dave Beck, General President
International Brotherhood of Teamsters
552 Denny Way
Seattle 9, Washington

Dear Sir and Brother:

Enclosed find a telegram received here today from John C. Garvin, Ebasco Services, Inc., in which he asks your views of a jurisdictional dispute occurring between electricians, millwrights and carpenters on the construction job at Joppa Steam Electric Station, Joppa, Illinois.

We forward this for your information and disposition.

Fraternally yours

Albert Evans
ALBERT EVANS

AE/roc

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symbol above or pre-
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WESTERN UNION

W. P. MARSHALL, PRESIDENT

1280

SYMBOLS	
DL	Day Letter
NL	Night Letter
LT	Int'l Letter Telegram
VLT	Int'l Varsity Lin.

The time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination.

NA009 WOND PD-NEW YORK NY 21 449P 21 PM 4 57

DAVID E DECK, INTERNATIONAL PRESIDENT INTERNATIONAL
BROTHERHOOD OF TEAMSTERS CHAUFFEURS WAREHOUSEMEN
AND MILLERS-222 EAST MICHIGAN ST INDFLS

I AM SENDING THIS TELEGRAM SO THAT YOU MIGHT UNDERSTAND
THE SERIOUSNESS OF THE MANY PROBLEMS AFFECTING US IN
CONSTRUCTION OF THE JOPPA STEAM ELECTRIC STATION AT
JOPPA ILLINOIS. THE FOLLOWING CONSTITUTES THE RECORD OF
A DISPUTE AND STRIKE WHICH IS NOW IN PROGRESS AT THIS
PLANT. ON NOVEMBER 17, 1952 THE CONTRACTOR CONTINUED WITH
INSTALLATION OF THE TURBINE GENERATOR AT THE JOPPA STEAM
ELECTRIC STATION, JOPPA, ILLINOIS AND WAS STOPPED THAT
DAY BECAUSE OF A JURISDICTIONAL DISPUTE BETWEEN THE
MILLWRIGHTS AND THE ELECTRICIANS. PRIOR TO THAT DAY
CERTAIN PRELIMINARY WORK HAD BEEN PERFORMED ON THE THREE
SECTIONS OF THE GENERATOR WRAPPER. THE ALIGNING WORK
IN CONNECTION WITH THE WRAPPER HAVING BEEN ASSIGNED TO
THE MILLWRIGHTS AND THE WELDING OF THE WRAPPER TO THE
ELECTRICIANS, AND NO DISPUTE IN CONNECTION WITH THESE
TWO ASSIGNMENTS AROSE. ON NOVEMBER 17, 1952 THE PARTICULAR
WORK BEING STARTED WAS THE INSERTION OF THE GENERATOR
STATOR CORE INTO THE WRAPPER. THE SETTING AND ALIGNING
OF THIS WORK WAS ASSIGNED TO THE MILLWRIGHTS. THE WORK

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

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SYMBOLS

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VLT=Int'l Victory Ltr

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SHEET 2

1952 JAN 21 PM 4 57

WAS STOPPED WHEN APPROXIMATELY 350 ELECTRICIANS
SURROUNDED THE WORK TO BE PERFORMED AND THE ELECTRICIAN
OPERATING THE STATION CRANE REFUSED TO MAKE THE NECESSARY
LIFTS. SINCE THAT DAY AND UP TO AND INCLUDING TODAY,
JANUARY 21, 1952, THE WORK HAS BEEN AT A STANDSTILL EXCEPT
FOR TWO DAYS, DECEMBER 23 AND 29, 1952. ON NOVEMBER 17,
1952 BOTH INTERNATIONAL UNIONS WERE REQUESTED TO ASSIGN
REPRESENTATIVES TO THIS JOB FOR THE PURPOSE OF SETTLING
THE DISPUTE. THE REPRESENTATIVES MET ON NOVEMBER 21, 1952
AT THE JOB AND WERE UNABLE TO REACH ANY KIND OF AGREEMENT
ON THE DISPUTE. FOLLOWING THIS FAILURE THE NATIONAL JOINT
BOARD FOR THE SETTLEMENT OF JURISDICTIONAL DISPUTES WAS
NOTIFIED OF THE DISPUTE AND PROCEEDED TO ATTEMPT TO SETTLE
IT. THEREAFTER IT WAS NOT UNTIL DECEMBER 18, 1952 THAT
INTERNATIONAL REPRESENTATIVES MET IN WASHINGTON, D. C.
IT WAS DECIDED AT THIS MEETING THAT THE CONTRACTOR
SHOULD PROCEED WITH THE WORK ON THE BASIS OF HIS ORIGINAL
ASSIGNMENT AND THAT INTERNATIONAL REPRESENTATIVES WOULD
MEET AT THE JOB AS SOON AS THE WORK WAS STARTED. ON TUESDAY,
DECEMBER 23, 1952, THE CONTRACTOR AGAIN STARTED THE WORK ON
THE BASIS OF THE ORIGINAL ASSIGNMENT. ON MONDAY, DECEMBER
29, 1952 INTERNATIONAL REPRESENTATIVES OF BOTH TRADES MET
AND SIGNED AN AGREEMENT WHICH WAS PRESENTED TO THE
CONTRACTOR AS THE NEW BASIS FOR ASSIGNING THE WORK.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CLASS OF SERVICE
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WESTERN UNION

W. P. MARSHALL, PRESIDENT

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=International Telegram
VLT=International Victory Letter

The filing time shown in the date line on telegrams is

SHEET 3

1953 JAN 21 PM 4 57

ON SATURDAY JANUARY 3, 1953 THE CONTRACTOR ASSIGNED AND PROCEEDED TO START WORK WITH A COMPOSITE CREW AS PROVIDED IN THE AGREEMENT, AND THE MILLWRIGHTS AND CARPENTERS STRUCK THE JOB. ON MONDAY JANUARY 5, 1953, THE MILLWRIGHTS AND CARPENTERS ESTABLISHED A PICKET LINE WHICH RESULTED IN CLOSING THE JOB, EXCEPT FOR ELECTRICIANS. ON TUESDAY, JANUARY 6, 1953, SOME OF MOST OF THE CRAFTS REPORTED FOR WORK, BUT THIS RESULTED IN NOTHING BUT A WASTE OF MONEY BECAUSE IT WAS IMPOSSIBLE TO EFFICIENTLY PERFORM WORK. THAT TUESDAY NIGHT HE NOTIFIED ALL CRAFTS THAT AN INTERNATIONAL REPRESENTATIVE OF THE MILLWRIGHTS WAS ADDED TO THE JOB AND THAT HE WOULD NOT ATTEMPT TO PERFORM THE WORK UNTIL AFTER HIS ARRIVAL ON WEDNESDAY, JANUARY 7, 1953. THIS WAS DONE TO PERMIT HIM TO CLEAR UP ANY MISUNDERSTANDING THAT EXISTED IN CONNECTION WITH THE AGREEMENT. ALL CRAFTS INCLUDING THE MILLWRIGHTS THEREFORE RETURNED TO THE JOB WEDNESDAY, JANUARY 7, 1953. THE MILLWRIGHTS REPRESENTATIVE NOW CONTENDS THAT THEIR INTERPRETATION OF THE AGREEMENT SHOULD INCLUDE THE USE OF THE COMPOSITE CREW TO DO THE ALIGNING AND WELDING OF THE WRAPPER. THE ELECTRICIANS DO NOT AGREE WITH THIS INTERPRETATION AND HE ARE THEREFORE ON JANUARY 21, 1953 APPROXIMATELY BACK TO WHERE HE WERE ON NOVEMBER 17, 1952. ON THURSDAY JANUARY 15, 1953 THE NATIONAL JOINT BOARD

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

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WESTERN UNION

W. F. MARSHALL, PRESIDENT

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SHEET 4

1953 JAN 21 PM 4 57

ORDERED ON THE DISPUTE AS FOLLOWS. QUOTE AT ITS MEETING
JANUARY 20, 1953 JOINT BOARD CONSIDERED JURISDICTIONAL
DISPUTE BETWEEN CARPENTERS AND ELECTRICAL WORKERS OVER
INSTALLATION OF GENERATOR JOPPA JOYCEAN ELECTRIC STATION
JOB JOPPA ILLINOIS ERADCO SERVICES INC CONTRACTOR JOINT
BOARD ORDER TO INSTRUCT INTERNATIONAL UNIONS AND CONTRACTOR
TO INSTALL GENERATOR UNITS WITH COMPOSITE CREW IN ACCORDANCE
WITH AGREEMENT OF INTERNATIONAL REPRESENTATIVES DATED
DECEMBER 20 1952 OF TWO 001000 ALL OTHER WORK SHOULD
PROCEED ON BASIS OF ORIGINAL ASSIGNMENT. END QUOTE ON MONDAY
JANUARY 19, 1953 THE CONTRACTOR AGAIN ATTEMPTED TO START
THE WORK. THE FOLLOWING WIRE TO M A NOTCHENOON GENERAL
PRESIDENT INTERNATIONAL BROTHERHOOD OF CARPENTERS AND
JOINERS IS SELF-EXPLANATORY. QUOTE ON THURSDAY JANUARY 15
THE NATIONAL JOINT BOARD FOR THE SETTLEMENT OF
JURISDICTIONAL DISPUTES MOVED ON THE DISPUTE BETWEEN THE
MILLWRIGHTS AND ELECTRICIANS AT THE JOPPA JOYCEAN ELECTRIC
STATION. TODAY JANUARY 19 WE PROCEEDED TO PERFORM THIS
WORK IN ACCORDANCE WITH THE INSTRUCTION OF THE NATIONAL
JOINT BOARD. THE MILLWRIGHTS REFUSED TO PROCEED WITH THE
WORK WHEN INSTRUCTED TO DO SO AND WE THEREFORE SUSPENDED
THEM UNTIL SUCH TIME AS THEY ARE PREPARED TO PROCEED
WITH THE WORK. THE NUMBER OF MILLWRIGHTS SUSPENDED IS
FIFTEEN. THIS REPRESENTS THE PORTION OF THE MILLWRIGHT

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

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WESTERN UNION

W. P. MARSHALL, PRESIDENT

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MEET 5

CREW WHO HAD BEEN ASSIGNED TO PERFORM WORK ON THE
GENERATOR AND TURBINE. FOLLOWING THIS ALL THE MILLWRIGHTS
LEFT THE JOB AND ALL THE CARPENTERS REMAINED ON THE JOB.
AT APPROXIMATELY 3 PM TODAY YOUR REPRESENTATIVE WELCH
ARRIVED ON THE JOB AND WE INFORMED HIM THAT IN ACCORDANCE
WITH THE BOARD'S INSTRUCTION HE INTENDED PROCEEDING
WITH THE WORK WITH A COMPOSITE CREW AND THAT THE
PRELIMINARY WORK ON THE WRAPPER PART OF WHICH WAS ASSIGNED
TO MILLWRIGHTS AND PART TO ELECTRICIANS WOULD NOT BE
CHANGED ALSO IN ACCORDANCE WITH THE BOARD'S RULING.
FOLLOWING WHICH MR WELCH INFORMED US THAT THEY INTENDED
STRIKING THE JOB AND AT 3:45 PM HE HAD INSTALLED A
PICKET LINE WHICH SHUT THE ENTIRE JOB DOWN. WILL YOU
PLEASE ORDER MR WELCH TO REMOVE THE PICKET LINE AND
RETURN THE MEN TO WORK IN ACCORDANCE WITH THE RULING OF
THE NATIONAL JOINT BOARD. END QUOTE AS OF TODAY WEDNESDAY
JANUARY 21, 1955 THIS PROJECT EMPLOYING APPROXIMATELY
3500 PEOPLE CONTINUES TO BE COMPLETELY SHUT DOWN BY THIS
STRIKE OVER A JURISDICTIONAL DISPUTE. THE EFFECT OF THIS
ACTION AND THE DAILY DISTURBANCES ON THE PROJECT THAT DO
NOT NECESSARILY RESULT IN STRIKES HAS DELAYED THE
CONSTRUCTION OF THIS PLANT ABOUT FIVE MONTHS AND INCREASED
THE COST EXORBITANTLY. THIS SERIOUSLY HURTS THE PUBLIC
RELATIONS OF EVERY BUILDING TRADES ORGANIZATION EVEN

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

CLASS OF SERVICE
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WESTERN UNION

W. F. MARSHALL, PRESIDENT

SYMBOLS	
DL	Day Letter
NL	Night Letter
LT	La's Letter Telegram
VLT	La's Victory Letter

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THOUGH THIS IS SOUTHERN ILLINOIS AND IT PARTICULARLY .
DAMAGES THIS COMPANY, WHO ARE MAKING GREAT EFFORT TO WORK
CLOSELY WITH ALL THE ORGANIZATIONS, AS YOU CAN TELL FROM
THE RECORD IN CONNECTION WITH THIS DISPUTE THAT WE HAVE
EXHAUSTED ALL AVENUES FOR SETTLEMENT AND I WOULD LIKE FOR
YOU TO KNOW THAT WE DO NOT INTEND STARTING THE WORK UP
AGAIN UNTIL THIS MATTER IS COMPLETELY SETTLED AND ALL
CRAPTO MAY AGAIN RETURN TO WORK, ONCE AND FOR ALL THE
MATTER SHOULD BE STRAIGHTENED OUT ON THIS PROJECT SO THAT
WE CAN BUILD THIS PLANT WITHOUT FURTHER INTERRUPTION FOR
OUR CLIENT, ANY HELP YOU MAY GIVE WILL BE GREATLY
APPECIATED BY ME AND ALL PARTIES CONCERNED WITH THE
BUILDING OF THIS PLANT BY PRIVATE INDUSTRY WHICH IS SO
URGENTLY NEEDED IN SUPPORT OF THE WAR EFFORT, IF YOU FIND
IT POSSIBLE TO DO SO I WOULD ALSO LIKE TO HAVE AN EXPRESSION
OF YOUR VIEWS IN CONNECTION WITH THIS MATTER.

JOHN C GARVIN EBARD SERVICES INC.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE